

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE: WORLD TRADE CENTER DISASTER  
SITE LITIGATION

21 MC 100 (AKH)

07 CIV. 5652 (AKH)

07 CIV. 7393 (AKH)

**STIPULATION OF DISMISSAL OF  
CERTAIN DEFENDANTS ONLY  
WITHOUT PREJUDICE**

THIS DOCUMENT APPLIES TO ALL WORLD  
TRADE CENTER DISASTER SITE LITIGATION

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the undersigned, that the claims of the plaintiffs Robert Pellechia, M.D., Brenda Pellechia, and Jeffrey Amato (hereinafter "Plaintiffs") against Bovis Construction, Bovis Holdings Limited, Bovis International, Inc., Bovis International, Bovis Lend Lease, Inc., Bovis Lend Lease Interiors, Inc. (together, hereinafter referred to as the "Incorrectly Named Bovis Defendants"), Tully Construction Company, Tully Construction Company, Inc., Tully Industries Inc., Tully Consulting Corp. (together, hereinafter referred to as the "Incorrectly Named Tully Defendants"), Turner Construction Co., Turner Construction-International, LLC (together, hereinafter referred to as the "Incorrectly Named Turner Defendants"), Liberty Mutual Managed Care, Inc., and Plaza Construction Management Corp., be and hereby are dismissed without prejudice. As of the date of execution of this Stipulation, Plaintiffs will cease naming these entities in all Check-Off Complaints Related to the Master Complaint ("Short Form Complaints"). Plaintiffs nevertheless reserve their right to resume naming any of these entities in future Short Form Complaints, based on the occurrence of certain conditions as detailed below.

IT IS FURTHER STIPULATED AND AGREED that the claims of the Plaintiffs against Acrow Corporation of America, Allcom Electric, ASG Pest Control, ASG Pest Control Services, Inc., ATC Associates, Inc., Atlas Concrete Corp, Avanti Demolition & Carting Corp., Bergen Concrete Cutting, Inc., C & D Fireproofing and Plastering Corp., C & D Painting and Decorating, Inc., Certified Fence Corp., Civetta Cousins JV, L.L.C., Clarco Enterprise Corp, Clarco Enterprises LLC, Craig Test Boring, Criticom International Corp., DCM Erectors, Inc., Eagle Scaffolding Co., Entertainment Partners Corp, ET Environmental, F&G Mechanical Corporation, F&G Mechanical Inc.,

New York City Department of Education, New York City Economic Development Corporation, New York City Industrial Development Agency, New York City Industrial Development Corporation, New York City School Construction Authority, Nicholson/Heywood Joint Venture, Off Road Welding, Inc., Olympic Plumbing and Heating, Ove Arup & Partners P.C., Parson Group LLC, Regional Scaffold & Hoisting Co, Inc., Rich Mark Contracting, Inc, Rich Mark Environmental Services, Inc., Robert Errat, Sheldrake Organization, Inc., Star Delta Electric, Stier Anderson, LLC, Summit Structures LLC, Telenet Communications Inc., and ThyssenKrupp Elevator Co. (incorrectly named in some Complaints as “TyysenKrupp Elevator Corporation” and “Thyssenkrupp Elevator Corporation”), United States Rebar, Inc., Vertical Technology (ies) Inc, W. Harris & Sons Inc., (together, hereinafter referred to as the “Exiting Defendants”) be and hereby are dismissed without prejudice. As of the date of execution of this Stipulation, Plaintiffs will cease naming these entities in all Check-Off Complaints Related to the Master Complaint (“Short Form Complaints”). Plaintiffs nevertheless reserve their right to resume naming any of these entities in future Short Form Complaints, based on the occurrence of certain conditions as detailed below.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendant Bovis Lend Lease LMB, Inc., Plaintiffs may move to reinstate or state any or all claims against any or all of the Incorrectly Named Bovis Defendants, based on the discovery of facts they assert support a claim against the Incorrectly Named Bovis Defendant(s), where such facts were not provided in discovery as of the date of this Stipulation. The Incorrectly Named Bovis Defendants will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendant Tully Construction Co. Inc. and/or Evergreen Recycling of Corona (E.R.O.C.), Plaintiffs may move to reinstate or state any or all claims against any or all of the Incorrectly Named Tully Defendants, based on the discovery of facts they assert support a claim against the Incorrectly Named Tully Defendant(s), where such facts were not provided in discovery as of the date of this Stipulation. The Incorrectly Named Tully Defendants will not raise the Statute

of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendant Turner Construction Company, Plaintiffs may move to reinstate or state any or all claims against any or all of the Incorrectly Named Turner Defendants, based on the discovery of facts they assert support a claim against the Incorrectly Named Turner Defendant(s), where such facts were not provided in discovery as of the date of this Stipulation. The Incorrectly Named Turner Defendants will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendants Liberty Mutual Group, Liberty Mutual Insurance Company and Helmsman Management Services, Inc., Plaintiffs may move to reinstate or state any or all claims against Liberty Mutual Managed Care, Inc., based on the discovery of facts they assert support a claim against Liberty Mutual Managed Care, Inc., where such facts were not provided in discovery as of the date of this Stipulation. Liberty Mutual Managed Care, Inc. will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed, Plaintiffs may move to reinstate or state any or all claims against any of the Exiting Defendants based on the discovery of facts they assert support a claim against the respective Exiting Defendant, where such facts were not provided in discovery as of the date of this Stipulation. The Exiting Defendants will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Incorrectly Named Bovis Defendants at such time, if ever, as the claims of such Plaintiff(s) against defendant Bovis Lend Lease LMB, Inc. are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Incorrectly Named Tully Defendants at such time, if ever, as the claims

of such Plaintiff(s) against defendant Tully Construction Co. Inc. and/or Evergreen Recycling of Corona (E.R.O.C.) are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Incorrectly Named Turner Defendants at such time, if ever, as the claims of such Plaintiff(s) against defendant Turner Construction Company are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against Liberty Mutual Managed Care, Inc., at such time, if ever, as the claims of such Plaintiff(s) against defendants Liberty Mutual Group, Liberty Mutual Insurance Company and Helmsman Management Services, Inc. are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Exiting Defendants at such time, if ever, as the claims of such Plaintiff(s) are dismissed.

Dated: New York, New York

August 19, 2007  
October

JOSEPH GIARAMITA, JR., ESQ.

By:

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Attorney for Plaintiffs Robert Pellechia, M.D.,  
Brenda Pellechia, and Jeffrey Amato

Dated: New York, New York  
August \_\_\_, 2007

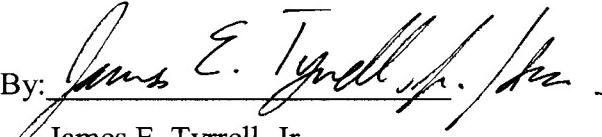
PATTON BOGGS LLP

By: \_\_\_\_\_

Dated: New York, New York  
November 5, 2007

PATTON BOGGS LLP

By:

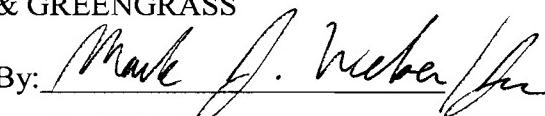
  
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Attorneys for Defendants listed in  
Exhibit A

Dated: New York, New York  
November 5, 2007

MOUND COTTON WOLLAN  
& GREENGASS

By:

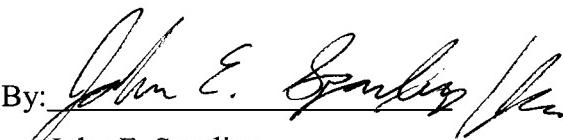
  
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Amec Earth & Environmental,  
Inc., Tully Construction Co. Inc.,  
Tully Construction Company,  
Tully Industries Inc., and Tully  
Consulting Corp.

Dated: New York, New York  
November 5, 2007

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By:



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Dated: New York, New York  
November 5, 2007

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Construction Company, Turner  
Construction Co., and Turner  
Construction-International, LLC

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Attorneys for Defendants Bovis  
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Limited, Bovis International,  
Inc., Bovis Lend Lease, Inc.,  
Bovis Lend Lease Interiors, Inc.

Dated: New York, New York  
November 5, 2007

CORPORATION COUNSEL OF THE CITY OF  
NEW YORK

By: Kenneth A. Becker /ls

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Attorneys for Defendants New  
York City Economic Development  
Corporation, New York City  
Industrial Development Agency

SO ORDERED:

11/6/07

  
Hon. Alvin Hellerstein, U.S.D.J.

**EXHIBIT A**

**DEFENDANTS REPRESENTED BY PATTON BOGGS LLP**

Amec Construction Management, Inc.  
Amec Earth & Environmental, Inc.  
ASG Pest Control  
ASG Pest Control Services, Inc.  
Bovis Construction  
Bovis Holdings Limited  
Bovis International, Inc.  
Bovis Lend Lease Interiors, Inc.  
Bovis Lend Lease LMB, Inc.  
Bovis Lend Lease, Inc.  
C & D Fireproofing and Plastering Corp.  
Civetta Cousins JV, L.L.C.  
Craig Test Boring  
Criticom International Corp.  
Eagle Scaffolding Co.  
ET Environmental  
F&G Mechanical Corporation  
F&G Mechanical Inc.  
Helmsman Management Services, Inc.  
Liberty Mutual Group  
Liberty Mutual Insurance Company  
Liberty Mutual Managed Care, Inc.  
Ment Bros. Iron Works Co., Inc.  
Musco Sports Lighting, LLC  
Nicholson Construction Co.  
Nicholson/Heywood Joint Venture  
Olympic Plumbing and Heating  
Parsons Group LLC  
Plaza Construction Corporation  
Plaza Construction Management Corp.  
Regional Scaffold & Hoisting Co, Inc.  
Rich Mark Contracting, Inc.  
Rich Mark Environmental Services, Inc.  
Stier Anderson, LLC  
Summit Structures LLC  
Telenet Communications Inc.  
ThyssenKrupp Elevator Co.  
Thyssenkrupp Elevator Corporation  
Tully Construction Co. Inc.  
Tully Construction Company  
Tully Construction Company, Inc.  
Tully Consulting Corp.

Tully Industries Inc.  
Turner Construction Co.  
Turner Construction Company  
Turner Construction-International, LLC